



**IN THE MATTER OF THE *MOTOR DEALER ACT* R.S.B.C. 1996 c. 316 and the  
*BUSINESS PRACTICES AND CONSUMER PROTECTION ACT* S.B.C. 2004, c. 2**

**THIS UNDERTAKING** is made with an effective date of March 2, 2018

between

N.W. Auto Depot Ltd. (Registration #10578)

and

The Registrar, Vehicle Sales Authority of B.C.

**WHEREAS:**

1. N.W. Auto Depot Ltd. (Registration #10578) (the "Dealer") is engaged in activities that constitute the actions of a "motor dealer" as defined Section 1(1) of the *Motor Dealer Act* R.S.B.C. 1996 c. 316 (the "Act");
2. The Act requires motor dealers to be registered with the Vehicle Sales Authority of British Columbia (the "VSA");
3. The "Registrar of Motor Dealers," as defined under the Act, (the "Registrar") is responsible for the administration and enforcement of the Act, its regulations and prescribed provisions of the *Business Practices and Consumer Protection Act* S.B.C. 2004 c. 2 (the "BPCPA");
4. After an investigation, the Registrar has received information that the Dealer has:
  - (a) Leased one or more motor vehicle(s) to another person for purposes that are primarily personal, family, or household, in contravention of Section 3 of the Act;
  - (b) Engaged in deceptive acts and practices, in contravention of Section 5 of the BPCPA;
  - (c) Failed to advise or allow for a period of "one clear day" in the consumer lease, in contravention of Section 31 of the *Motor Dealer Act Regulations*, B.C. Reg. 264/2006 (the "MDAR"); and
  - (d) Failed to keep complete records of leasing agreements and related activities, in contravention of Section 20 of the MDAR.

**NOW THEREFORE** the Dealer undertakes, acknowledges, and agrees with the Registrar:

5. To cease and desist any sales or leasing activity with any person for purposes that are primarily personal, family, or household;
6. To cease and desist any deceptive acts and practices, as defined by Section 4(1) of the BPCPA;
7. To comply with the MDA, the *Motor Vehicle Act* and the regulations made thereunder;
8. To pay an Administrative Penalty in the amount of \$3,000.00 in relation to the subject matter of this Undertaking within thirty (30) days of the execution of this Undertaking;
9. To reimburse the Registrar a total of \$66.87 representing 100% of the investigation and legal costs incurred to date in relation to the subject matter of this Undertaking within thirty (30) days of the execution of this Undertaking;
10. That this Undertaking is binding on the Dealer until such time as it is either terminated in writing by the Registrar or terminated by Order of the Supreme Court of British Columbia;
11. That in addition to rendering the Dealer liable to further penalties and proceedings as provided for under the BPCPA, it is an offence under the BPCPA to fail to comply with any part of this undertaking that has not been previously terminated;
12. That the Registrar, may upon breach of any part of this undertaking by the Dealer declare the Undertaking to be at an end and may institute such proceedings and take such action under the BPCPA, or the Act as considered necessary;
13. That any communication with the Registrar in connection with this undertaking shall be made to the following

Registrar of Motor Dealers  
Vehicle Sales Authority of B.C.  
#208 – 5455 152 Street  
Surrey, B.C. V3S 5A5

And in the case of the Dealer to the following address:

N.W. Auto Depot Ltd  
1397 Welch Street  
North Vancouver, B.C. V7P 1B3

unless another address for delivery is given to the other party, in writing, by either the Registrar or the Dealer.

14. The Dealer acknowledges and warrants that they have had an opportunity to seek legal advice as to the terms of this Undertaking.

**DATED** this 2<sup>nd</sup> day of March, 2018

Dealer Name: N.W. Auto Depot Ltd.

Gordon J. Valente

(Print the name and title of Dealer's authorized representative)

Signature: Original Signed

**ACCEPTED** by the Registrar of Motor Dealers this  
7<sup>th</sup> day of March, 2018

Original Signed

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Registrar of Motor Dealers or his delegate